

McCormick, Barstow, Sheppard,
Wayte & Carruth LLP
David Emerzian, #222930
david.emerzian@mccormickbarstow.com
H Annie Duong, #319953
annie.duong@mccormickbarstow.com
7647 North Fresno Street
Fresno, California 93720
Telephone: (559) 433-1300
Facsimile: (559) 433-2300

Attorneys for Creditor
A.J. EXCAVATION INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re
PG&E CORPORATION
and
PACIFIC GAS AND ELECTRIC
COMPANY,
Debtors.

Bankruptcy Cases
19-30088-DM (Lead Case)
19-30089-DM

(Jointly Administered)

**A.J. EXCAVATION INC.'S NOTICE OF
PERFECTION OF LIEN**

(11 U.S.C. §§ 362, 546(b))

☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Corporation
☒ Affects both Debtors

**All papers shall be filed in the Lead Case
No. 19-30088 DM

Creditor A.J. EXCAVATION INC., ("AJ"), by and through its undersigned counsel, hereby
files this notice of perfection, maintenance, and continuation of perfection of its mechanics' lien
against the Debtors, PG&E Corporation and Pacific Gas and Electric Company ("Debtors") pursuant
to 11 U.S.C. sections 362(b)(3) and 546(b) ("Notice"). In support of this Notice, AJ represents the
following:

1. AJ is organized as a California corporation, in the business of performing earthwork,
grading, paving, foundation, fencing, excavation, maintenance and/or other related construction

1 services, with its principal place of business at 514 North Brawley Avenue, Fresno, California 93706.

2 2. Debtor Pacific Gas & Electric Company (hereinafter "PG&E") contracted AJ to
3 provide earthwork, grading, paving, foundation, fencing, excavation, maintenance, and/or other
4 related construction services for the improvement of certain real property owned, or reputed to be
5 owned, by PG&E, as provided more fully in the prepetition contract (Long Form) (hereinafter
6 "Contract") . The real property is located at the following address, along with the contract number,
7 more commonly known as:

8 **Panoche Substation**
9 **43729 W. Panoche Road, Firebaugh, CA 93622**
10 **Contract #4799**

(hereinafter "Real Property").

11 3. Prior to the bankruptcy petition, AJ furnished such labor, materials, equipment, and/or
12 supervision for the earthwork, grading, paving, foundation, fencing, excavation, and other related
13 construction services for the improvement of the Real Property in accordance with the scope of work
14 contained in the Contract, and as amended by applicable work change orders.

15 4. The principal sum, exclusive of interest and other charges, that is currently due and
16 owing to AJ for the labor and materials provided to the PG&E pursuant to the Contract is:

17 **\$214,117.96**

18 5. Bankruptcy Code, 11 U.S.C. section 362(b)(3), provides that:

19 The filing of a petition under section 301, 302, or 303 of this
20 title...does not operate a stay... under subsection (a) of this section,
21 of any act to perfect, or to maintain or continue the perfection of, an
22 interest in property to the extent that the trustee's rights and powers
23 are subject to perfection under Section 546(b) of this title or to the
24 extent that such act is accomplished within the period provide under
25 section 547(e)(2)(A) of this title. 11 U.S.C. § 362(b)(3).

26 6. Bankruptcy Code, 11 U.S.C. section 546(b), provides that:

27 (1) The rights and powers of a trustee under sections 544, 545, and
28 549 of this title are subject to any generally applicable law that-

(A) permits perfection of an interest in property to be
effective against an entity that acquires rights in such property
before the date of perfection; or

(B) provides for the maintenance or continuation of perfection
of an interest in property to be effective against an entity that

1 acquire rights in such property before the date on which
2 action is taken to effect such maintenance or continuation.

(2) If –

3 (A) a law described in paragraph (1) requires seizure of such
4 property or commencement of an action to accomplish such
5 perfection, or maintenance or continuation of perfection of an
6 interest in property; and

7 (B) such property has not been seized or such an action has
8 not been commenced before the date of the filing of the
9 petition;

10 such interest in such property shall be perfected, or perfection of such
11 interest shall be maintained or continued, by giving notice within the
12 time fixed by such law for such seizure or such commencement. 11
13 U.S.C. § 546(b).

14 7. Pursuant to California Mechanic's Lien law, a claimant must commence an action to
15 enforce a lien within 90 days after recordation of the claim of lien. Cal. Civ. Code § 8460(a). Because
16 the Debtors filed their Chapter 11 petition for bankruptcy on January 29, 2019, it created an automatic
17 stay of all actions, including a claimant's action to enforce a lien. Thus, AJ was prevented from
18 commencing an action to enforce its liens against the Debtors and perfect its mechanic's liens under
19 the law.

20 8. Accordingly, AJ hereby gives this notice in lieu of the commencement of any action to
21 perfect, maintain, or otherwise preserve its mechanics' liens pursuant to 11 U.S.C. § 546(b) and
22 California Civil Code sections 8460(a), including the recording of a claim of lien, the commencement
23 of action to enforce the Mechanics' Liens, the filing of a Pendency of Action, and/or the service of
24 notice on purchasers of production on the Real Property ("Mechanics' Lien"). A true and correct copy
25 of the Mechanics' Lien is attached hereto as Exhibit "A" and incorporated by reference.

26 9. AJ hereby gives notice it intends to enforce its rights under the Mechanics' Lien to the
27 fullest extent allowed under the law. This Notice shall not be construed as an admission that such
28 filing is required or to the necessity of recording, commencement, or seizure. In addition, AJ hereby
gives notice that it has, or may be entitled to, additional mechanics' liens rights to properties owned
by the Debtors as they become due and owing according to prepetition contracts with the Debtors for
the improvement of real property. This Notice shall preserve and continue to preserve any and all of
AJ's rights as to the Mechanics' Liens and Bankruptcy Code.

1 10. AJ reserves the right to amend, supplement, or otherwise modify this Notice and
2 reserves any and all rights entitled to it under the applicable law.

3
4 Dated: April 26, 2019

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

5
6
7 By: /s/ H. Annie Duong
David L. Emerzian
H Annie Duong
Attorneys for Creditor
A.J. EXCAVATION INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF FRESNO**

3 At the time of service, I was over 18 years of age and **not a party to this action**. I am
4 employed in the County of Fresno, State of California. My business address is 7647 North Fresno
Street, Fresno, CA 93720.

5 On April 26, 2019, I served true copies of the following document(s) described as **A.J.**
6 **EXCAVATION, INC.'S NOTICE OF PERFECTION OF LIEN** on the interested parties in this
action as directed by the Order Implementing Certain Notice and Case Management Procedures issued
March 6, 2019.

7
8 **BY ELECTRONIC FILING THROUGH CM/ECF PARTICIPANTS:** Based on the
Order Implementing Certain Notice and Case Management Procedures, transmission of service
9 through CM/ECF shall constitute effective service on that Registered Participant. My electronic
service address service is dawn.houston@mccormickbarstow.com, and I caused the document(s) to be
10 sent to the persons using the CM/ECF system. I did not receive, within a reasonable time after the
transmission, any electronic message or other indication that the transmission was unsuccessful.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct.

12 Executed on April 26, 2019, at Fresno, California.

13
14
15 /s/ Dawn Houston
Dawn M. Houston

EXHIBIT A

NOTICE OF MECHANICS' LIEN ATTENTION!

Upon the recording of the enclosed MECHANICS' LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics' lien is recorded.

The party identified in the mechanics' lien may have provided labor or materials for improvements to your property and may not have been paid for those items. You are receiving this notice because it is a required step in filing a mechanics' lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics' lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS' LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I am a citizen of the United States and employed in Fresno County, California. I am over the age of eighteen (18) years and not a party to the action. My business address is: 514 N. Brawley Ave Fresno CA 93706

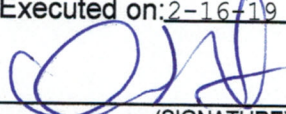
On this date I served the foregoing MECHANICS' LIEN on the owners of the property: Pacific Gas & Electric 77 Beale St. San Francisco CA 94105,
(Name & Address of Owner)
subject to the mechanics' lien:

☒ by placing a true copy thereof enclosed in a sealed envelope, first-class mail postage prepaid, evidenced by a certificate of mailing, to the owner at the owner's or reputed owner's residence or place of business address or at the address shown by the building permit on file with the authority issuing a building permit for the work, or as otherwise provided in Section 8174 of the California Civil Code.

☐ by personally delivering a true copy thereof to the person(s) at the address set forth below:

I declare under penalty of perjury under the laws of the State of California that foregoing is true and correct.

Executed on: 2-16-19 by: Alisa Emmett
(Your Name)


(SIGNATURE)

RECORDING REQUESTED BY

A.J Excavation
514 N. Brawley Ave.
Fresno CA 93706

AND WHEN RECORDED MAIL TO:

A.J Excavation
514 N Brawley
Fresno CA. 93706
Panoche Sub#18-110:2700065411 CNTR#4799



2019-0030829

FRESNO County Recorder
Paul Dictos, CPA

Thursday, Mar 28, 2019 10:11:14 AM

Titles: 1

Pages: 2

Fees:

\$97.00

CA SB2 Fee:

\$75.00

Taxes:

\$0.00

Total:

\$97.00

AJ EXCAVATION INC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned A.J Excavation Inc.

[Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license]

Claimant claims a mechanics' lien upon the following described real property:

City of Firebaugh, County of Fresno, California,

Panoche Substation: 43729 W. Panoche Rd. Firebaugh, CA 93622

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]

Physical Security Upgrade @ Panoche Substation

Contract # 4799 Formerly P.O. 2700065411

Invoice #2019-1061

The sum of \$ 214,117.96 together with interest thereon

[Amount of claim due and unpaid]

at the rate of 10% percent per annum from March 23rd 2019

[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished

by claimant Furnish & Install Security Foundations / Remove & Dispose of old Fencing

[Insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with

Pacific Gas & Electric

[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are

Pacific Gas & Electric 77 Beale Street San Francisco CA 94105

[Insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name A.J Excavation Inc

By: [Signature]

[Signature of claimant or authorized agent]

Alisa Emmett - President

[Printed name of claimant or authorized agent]

514 N. Brawley Ave., Fresno CA 93706

[Address of claimant or authorized agent]

VERIFICATION

I, the undersigned, say: I am the President

["President of," "Manager of," "A partner of," "Owner of," etc.]

the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3-24-19, at Fresno, California.

[Date of Signature]

[City Where Signed]

[Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.]

Alisa Emmett - President

[Printed name]

AJ Excavation Inc.

Fresno, CA 93706

O#559-408-5908

F #559-354-0639

Invoice

Date	Invoice #
1/8/2019	2019-1061

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700065411		Panoche Security Fencing 1...

Quantity	Description	Rate	Amount
	BILLING #7: Contract & CCO1: Work completed at the Panoche Substation	214,117.96	214,117.96
		Total	\$214,117.96

**Contract (Long Form)**

This is a Contract between the below named Contractor (“Contractor”), a California corporation, and Pacific Gas and Electric Company (“PG&E”), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor’s Legal Name:	A. J. Excavation, Inc.	PG&E Contract No. 4799
Contractor’s Address:	9662 W. Kearney Blvd. Fresno, CA 93706	This Contract consists of 68 pages.
Project Name:	PANOCHE SUB: PHYSICAL SECURITY UPGRADE	
Job Location:	PANOCHE SUBSTATION: 43729 W Panoche Rd. Firebaugh, CA 93622- Fresno County	

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

Contractor shall provide fencing removal & installation, grading, demolition and disposal where directed by field at PG&E’s Panoche Substation in Firebaugh, CA. and further described in Attachment 1 – Scope of Work.

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Scope of Work, 12 Pages
Attachment 2: Long Form General Conditions, 47 Pages
Attachment 3: Rate Sheet, 1 Page
Attachment 4: Authorized Disposal and Recycling Facilities, 6 Pages

<u>CONTRACT TERM:</u>	This Contract is effective upon signature by both parties and expires on June 29, 2018 .
<u>COMPLETION:</u>	Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of June 29, 2018 . Time is of the essence.
<u>INSURANCE:</u>	Contractor shall maintain insurance in accordance with Section 25.0 of the General Conditions.
<u>TERMS OF PAYMENT:</u>	In accordance with Section 16.0 & 17.0 of the General Conditions.

CONSIDERATION: As full consideration for satisfactory performance of the Work by Contractor, PG&E’s total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.

TOTAL: \$1,657,025.00- (\$1,585,475.00 Unit Price, \$50,550.00 Lump Sum and \$21,000.00 T&E)

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: A. J. Excavation, Inc.	
Signature		Signature	
Name	Karen Sterling	Name	Dave Swofford
Title	Portfolio Manager, Sourcing	Title	VP Utility
Date		Date	1/30/2018



ADMINISTRATION			
PG&E Negotiator	Corey Faria	Contractor Representative	Dave Swofford
Phone	(916) 472-2142	Phone	(559) 408-5908
Email	c1fz@pge.com	Email	dave@movendirt.com
Accounting Reference	74009951		
PG&E Work Supervisor:	Chris Jackson	Phone:	(559) 831-1441
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the Contract number, to: PACIFIC GAS AND ELECTRIC COMPANY	Send ORIGINAL Invoice to: (See note below if using PG&E's electronic invoicing system)	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Jennifer Brothers 6030 West Oaks Blvd., Suite 300 Rockling, CA 95765 or ETS&PSContractInvoicing@pge.com	
	For information regarding invoice status, call PG&E's Paid Help Line at (800) 756-PAID (7243) or go to AP Web Reporting site at www.pge.com/actpay . *Note: Contractors using PG&E's electronic invoicing system do not need to mail a copy of the invoice to PG&E Accounts Payable.		

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law